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July 3, 2008

**Via Facsimile: 212-805-6724**

Honorable Frank Maas  
United States District Court  
U.S. Courthouse  
500 Pearl Street, Room 20A  
New York, New York 1007-1312

Re: *New Yuen Fat Garments Ltd., v. August Silk, Inc., July Counsel*  
*And Direct Apparel Sourcing, Inc.*  
*07 civ 8304 Pre-Motion Conference in Civil Cases*

Dear Honorable U.S.D.C.J., Mass:

As you will recall we represent the plaintiff, New Yuen Fat Garments, Ltd., in the above indexed matter. The plaintiff has commenced this breach of contract action to recover \$354,711.60, from the defendants, who failed to pay for garments manufactured, shipped and accepted. Both defendants have appeared in this action.

The plaintiff is producing Mr. Karvin Li for depositions in this action on July 14<sup>th</sup> and 15<sup>th</sup> of 2008. Mr. Li, is traveling from Honduras and has gone through great strain and disruption of his ongoing business to travel to New York for a few days. Mr. Li's itinerary is as follows: Mr. Li arrives on Saturday night, July 12<sup>th</sup>. Mr. Li will produce himself to be deposed on the 14<sup>th</sup> and 15<sup>th</sup> and will be leaving for Honduras on July 15<sup>th</sup>.

On June 10, 2008, the undersigned corresponded to Mr. Lazarus, (opposing counsel) giving notice that Mr. Li was making arrangements to visit the United States to be deposed in July. The undersigned did not receive any written notice of any firm dates that Mr. Lazarus would not be available to depose Mr. Li, save the correspondence that was received today, July 3, 2008.

*This letter suggests that a firm date for Mr. Li's deposition was not provided until July 1. Surely, Mr. Sverd could not have believed as of June 10 that Mr. Lazarus was setting aside the entire month of*

*July. Counsel need to work this out between themselves. If I get involved, the disposition may not be to the liking of either side. For the moment, the relief requested is DENIED.*

*Filias, USMS, 7/3/08*

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*July 3, 2008*

*Honorable Frank Maas, U.S.D.C.J.*

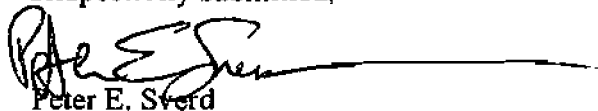
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The undersigned corresponded with Mr. Lazarus on July 1, 2008, at 2:55 pm. to let Mr. Lazarus know that I would shortly be receiving confirmation from Mr. Li that he had procured an international flight and would be produced for deposition in New York on July 14<sup>th</sup> and 15<sup>th</sup>. The undersigned received confirmation that Mr. Li was able to get a flight to the United States.

On July 3, 2008, at approximately, 3:25 pm, the undersigned received a correspondence from Mr. Lazarus, informing me that Mr. Lazarus has a trial "scheduled" for July 15<sup>th</sup>, and would therefore be unavailable on the 14<sup>th</sup> and 15<sup>th</sup> to depose Mr. Li. Mr. Lazarus, then recommended that Mr. Li be produced on July 17<sup>th</sup> or July 18<sup>th</sup>. Mr. Li has already booked his return flight, and has scheduled his professional and personal life around the 14<sup>th</sup> and 15<sup>th</sup>. It is your undersigned's belief that the Trial of which Mr. Lazarus has scheduled is a bench trial in state court.

It is respectfully requested that Your Honor Order that depositions of Mr. Li be conducted on July 14<sup>th</sup> and/or the 15<sup>th</sup> subject to the time limitations for depositions, or that depositions of Mr. Li be deemed waived.

Respectfully submitted,



Peter E. Sverd

Cc: Lazarus & Lazarus, P.C., Attorney for defendants